

## TERMS OF USE

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### 3. Your responsibilities and registration obligations

In order to use this website or certain parts of it, you may be required to register for a user account on this website; in this case, you agree to provide truthful information when requested, and - if a minimum age is required for eligibility for a user account - you undertake that you are at least the required age. By registering for a user account, you explicitly agree to this site's Terms of use, including any amendments made by the site editor that are published herein.

### 4. Privacy policy

Registration data and other personally identifiable information that the site may collect is subject to the terms of the site editor's Privacy Policy.

### 5. Registration and password

You are responsible for maintaining the confidentiality of your password, and you will be responsible for all usage of your user account and/or user name, whether authorized or not authorized by you. You agree to immediately notify the site editor of any unauthorized use of your user account, user name or password.

### 6. Your conduct

You agree that all information or data of any kind, whether text, software, code, music or sound, photographs or graphics, video or other materials (“content”), made available publicly or privately, will be under the sole responsibility of the person providing the said content, or of the person whose user account is used. You agree that this website may expose you to content that may be objectionable or offensive. The site editor will not be responsible to you in any way for content displayed on this website, nor for any error or omission.

By using this website or any service provided, you explicitly agree that:

- A. You will not provide any content or conduct yourself in any way that may be construed as: unlawful; illegal; threatening; harmful; abusive; harassing; stalking; tortious; defamatory; libelous; vulgar; obscene; offensive; objectionable; pornographic; designed to interfere with or disrupt the operation of this website or any service provided; infected with a virus or other destructive or deleterious programming routine; giving rise to civil or criminal liability; or in violation of an applicable local, national or international law;
- B. You will not impersonate or misrepresent your association with any person or entity; you will not forge or otherwise seek to conceal or misrepresent the origin of any content provided by you;
- C. You will not collect or harvest any information about other users;
- D. You will not provide, and you will not use this website to provide, any content or service in any commercial manner, or in any manner that would involve junk mail, spam, chain letters, pyramid schemes, or any other form of unauthorized advertising or commerce; you will not use this website to promote or operate any service or content without the site editor’s prior written consent; and
- E. You will not provide any content that may give rise to the site editor being held civilly or criminally liable, or that may be considered a violation of any local, national or international law, including — but not limited to — laws relating to copyrights, trademarks, patents, or trade secrets.

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- A. You agree to grant the site editor a worldwide, royalty-free, perpetual, non-exclusive right and license (including any moral rights or other necessary rights.) to use, display, reproduce, modify, adapt, publish, distribute, perform, promote, archive, translate, and to create derivative works and compilations, in whole or in part. Such license will apply with respect to any form, media, technology already known at the time of provision or developed subsequently;
- B. You warrant and represent that you have all legal, moral, and other rights that may be necessary to grant the site editor the license specified in this section 7; and
- C. You acknowledge and agree that the site editor will have the right (but not obligation), at the site editor’s entire discretion, to refuse to publish, or to remove, or to block

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## **14. Applicable law**

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## **15. Miscellaneous information**

- A. In the event that any provision of these Terms of Use is deemed to conflict with legislation by a court with jurisdiction over the parties, the said provision will be interpreted to reflect the original intentions of the parties in accordance with applicable law, and the remainder of these Terms of Use will remain valid and applicable;
- B. The failure of either party to assert any right under these Terms of Use will not be considered to be a waiver of that party's right, and the said right will remain in full force and effect;
- C. You agree that any claim or cause in respect of this website or its services must be filed within one (1) year after such claim or cause arose, or the said claim or cause will be forever barred, without regard to any contrary legislation; and
- D. The site editor may assign the site editor's rights and obligations under these Terms of Use; in this event, the site editor will be relieved of any further obligation.